



Insert Private Sector Logo

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**[COMPANY NAME]**  
**and the**  
**CALIFORNIA EMERGENCY MANAGEMENT AGENCY**

**1. PURPOSE OF THE AGREEMENT**

Private businesses play a significant role in protecting their employees and community during disasters. Businesses also play a vital role in working with government to facilitate and provide emergency response and recovery from all types of disasters.

This memorandum of understanding (MOU) formalizes the relationship between [Company Name] and the State of California's Emergency Management Agency (Cal EMA) so that this company can be fully integrated into the state's Standardized Emergency Management System.

**2. AUTHORITIES**

This MOU is under the authority of Government Codes 8550, 8570, 8588.1, and 8607 and other statutes as appropriate.

**3. PREPAREDNESS ROLES AND RESPONSIBILITIES**

**System:** Like the public sector, the private sector will support emergency response and recovery consistent with the Standardized Emergency Management System and the National Incident Management System. Private sector facilities that are primarily intended to provide a locally based function will integrate with emergency management at the city and county government levels, as appropriate. Private sector facilities that are primarily intended to provide a regional or multi-county function will integrate with the system at the state level.

**Cal EMA:** Cal EMA mitigates, plans, prepares for, responds to, and aids in recovery from the effects of emergencies that threaten lives, property, and the environment. Cal EMA is the central emergency planning and response agency in California government and coordinates state agency activities and coordinates with the federal government in support of local government requests for assistance during emergencies and disasters.

**Partner:** [Company Name] [insert preparedness efforts].

#### 4. COORDINATION DURING EMERGENCIES

Notification: Cal EMA and [Company Name] will use a mutually agreed upon system to provide notification of emergency conditions that may affect the business or state's interests. This will also include a designated access point at Cal EMA for the company's representatives during disasters.

Communications: Cal EMA will provide limited access to [Company Name] for the Response Information Management System (RIMS). This will enable [Company Name] to better monitor the disaster events and the need for critical resources. To the extent resources are available, RIMS will be enhanced to include modules specifically useful for inter-business coordination and resource acquisition.

Coordination: [Company Name] will work cooperatively with other business partners to ensure resources are most efficiently provided consistent with established procedures and government requests. [Company Name] will work with Cal EMA and other business partners to develop procedures for implementation of this MOU. Cal EMA will provide regular training of the [Company Name]'s representatives and other business partners.

Activation: Cal EMA will provide emergency operations center access for pre-designated representative(s) of [Company Name] during a state of emergencies, and other such times as determined appropriate by the Secretary of Cal EMA. Cal EMA reserves the right to limit access to emergency operations centers based upon safety or security needs.

#### 5. POST EMERGENCY ACTIVITIES

[Company Name] will work with Cal EMA and other business partners to evaluate lessons learned after each proclaimed disaster.

#### 6. PROTECTION OF INFORMATION

Information, both in writing and orally, essential to effect emergency response will be shared amongst business partners and Cal EMA consistent with applicable laws and the need to protect sensitive proprietary information. This information shall be protected by Cal EMA to the extent allowed by law.

#### 7. ADMINISTRATION

Obligations: Nothing herein is intended to create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

Law: Entering into this MOU does not exempt either party from the government procurement requirements of California state law, including the California Public Contract Code, or provides any competitive or business advantage in future State of California or Cal EMA procurement activities.

Term: This MOU shall remain in effect until such time as either party to the agreement terminates their participation by providing 60-days notice, in writing, to the other party of their intent to terminate.

## 8. SIGNATURES

**CALIFORNIA EMERGENCY  
MANAGEMENT AGENCY:**

**[COMPANY NAME]:**

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Mark Ghilarducci  
Secretary

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[Name]  
[Title]

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Date

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Date